

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://www.discoveringmontana.com/doa/gsd>

**T.C. #: SPB04-719P**  
**Title: STUDENT INTERN SERVICES**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	SEPTEMBER 3, 2003	CONTRACT STATUS	NEW (XX)
	TO	JUNE 30, 2005		RENEW ( )
VENDOR ADDRESS	MULTIPLE VENDORS		VENDOR ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

Prices: PER CONTRACT

Delivery: PER CONTRACT

F.O.B.: PER CONTRACT

Terms: PER CONTRACT

Remarks: Please note the change in contact information for the University of Montana – Helena College of Technology on page 13 of this contract.

IFB/RFP No.:

SPB04-719P

PENNY MOON, Contracts Officer Date:

**AUTHORIZED SIGNATURE**

## STUDENT INTERN SERVICES

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### CONTRACTORS LIST

**Carroll College**

Carol Kelly  
1601 N Benton  
Helena MT 59625  
(406) 447-5426  
Fax (406) 447-4533  
Fax (406) 444-6892

**University of Montana  
Montana Tech Butte**

Stacy Aguirre  
1300 West Park Street  
Butte MT 59701  
(406) 496-4140  
Fax (406) 4104

**University of Montana****Helena College of Technology**

Barbara Yahvah  
1115 N Roberts  
Helena MT 59601  
(406) 457-9097

**Montana State University – Bozeman**

Francy Wolf  
125 Strand Union Building  
Bozeman MT 59717  
(406) 994-4354  
Fax (406) 994-5488

STUDENT INTERN SERVICES

SPB04-719P-CC

1. **PARTIES**

THIS CONTRACT, is entered into by and between the **State of Montana, Department of Administration, State Procurement Bureau**, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-3313, fax (406) 444-2529 and **Carroll College**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0231774, 1601 N Benton, Helena MT 59625 and (406) 447-5426.

THE PARTIES AGREE AS FOLLOWS:

2. **EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1** This contract shall take effect upon execution of all signatures, and terminate on June 30, 2005, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of five years. This renewal is dependent upon legislative appropriations and in no case may this contract run longer than a seven-year period.

3. **NON-EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4. **SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State a basis for the placement of student(s) into an internship position with the State as an extension of the Contractor's academic program. The purpose of this contract is to provide practical work experience for the student interns while assisting the State in completing its objectives.

The general requirements applicable to the Contractor are as follows:

**4.1** The State will provide a position description listing the duties to be assigned; knowledge, skills and abilities necessary to fulfill the job requirements; pay scale; work location; work hours, and other pertinent information.

## **STUDENT INTERN SERVICES**

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**4.2** The Contractor shall provide a listing of student interns who possess the skills and abilities necessary to successfully complete the duties assigned by the State.

**4.3** The State will screen all applicants provided and make a selection. The State will select a student intern who is a bonafide degree-seeking student of a university or college and shall notify the Contractor of its selection. NOTE: The State reserves the right to receive and review applications from other sources as well.

**4.4** The Contractor shall retain the responsibility for payroll and accounting for all required withholding for the student intern(s), including, but not limited to:

- Federal, state and social security taxes;
- Federal and state unemployment insurance;
- All monthly, quarterly, and annual government and insurance reports;
- Calculate, print, and distribute employee's W-2 forms; and
- Mandatory child support deductions.

**4.5** Upon submission of the Contractor's requested verification of hours worked by the student intern, the Contractor shall invoice the designated agency at regular intervals for payment of contracted services rendered. The Contractor will only be reimbursed for actual hours worked by the student intern.

**4.6** The State retains the right to refuse any unsatisfactory student intern.

**4.7** The State shall have the right to immediately release a student intern unable to satisfactorily perform assigned duties or whose behavior is unacceptable, rude, harassing or threatening at any time. In the event a student intern is removed prior to completion of the scheduled work shift, the Contractor will be reimbursed for actual hours worked. No charge for removal/replacement will be paid.

**4.8** The State will be responsible for informing the student intern of the rules and policies of the State and insuring that student interns comply with them. The State may require a background investigation initiated or completed prior to placement of student intern(s). The State will be responsible for obtaining and paying for any required background investigations. This investigation should include but is not limited to:

- Fingerprint I.D. Check
- Active past employer reference check.
- Past residence history.

**4.9** The Contractor shall encourage employment opportunities for qualified FAIM (Families Achieving Independence in Montana) program participants.

## **5. AGENCY RESPONSIBILITIES**

**5.1** Each agency wishing to utilize this contract will execute a Task Order (attached) designating a liaison to be responsible for the request and authorization of student intern services.

**5.2** The individual agencies will supply student interns with all items necessary to perform the assigned tasks.

### **6. CONSIDERATION/PAYMENT**

**6.1** In consideration for the student intern services to be provided, the State shall pay the Contractor the student intern's hourly wage as established in the job description plus a percentage as specified in the task order for usual and customary payroll and accounting expenses.

**6.2** Contractor may be required to provide banking information at the time of contract execution in order to facilitate State electronic fund transfer payments.

### **7. PROCUREMENT CARD**

The State of Montana has implemented a Procurement Card (GE MasterCard) Program to give agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **8. TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the name of each student intern, position assigned, start and end dates for each assignment, total quantity of hours per assignment, total dollars expended, the State agency/department and the name of the agency contact person. The first report for this term contract will be due July 15, 2004.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### **9. ACCESS AND RETENTION OF RECORDS**

**9.1** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

**9.2** The Contractor agrees to create and retain records supporting the student intern services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

### **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

### 11. **HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, all to the extent of the Contractor's negligence, under this agreement unless said claims arise from the sole negligence of the State.

### 12. **COMPLIANCE WITH THE WORKERS' COMPENSATION ACT**

The State will add all student interns hired as a result of this contract to the State's Workers' Compensation insurance policy and pay all associated expenses (Ref. Sections 39-71-120, 39-71-401, and 39-71-405, MCA).

### 13. **COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### 14. **MONTANA PREVAILING WAGE REQUIREMENTS**

The services provided by this contract will not include construction or non-construction services subject to the Montana Prevailing Wage Act (Sections 18-2-401 through 18-2-432, MCA). Therefore this contract **cannot** be utilized for the following service categories:

- Construction, heavy construction, highway construction, and remodeling work;
- Maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- Custodial or security services for publicly owned buildings and facilities;
- Grounds maintenance for publicly owned property;
- The operation of public drinking water supply, waste collection and waste disposal systems;
- Law enforcement, including janitors and prison guards;
- Fire protection;
- Public or school transportation driving;
- Nursing, nurse's aid services and medical laboratory technician services;
- Material and mail handling;
- Food service and cooking;

## STUDENT INTERN SERVICES

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- Motor vehicle and construction equipment repair and servicing; and
- Appliance and office machine repair and servicing.

### 15. **CONTRACT TERMINATION**

**15.1** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**15.2** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

### 16. **LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

The State liaisons are:

Barb Kain, Human Resource Officer  
Management Support Bureau  
Department of Administration  
1310 E Lockett  
PO Box 200107  
Helena MT 59620-0107  
Phone: (406) 444-4605  
Fax: (406) 444-3039  
E-Mail: [bkain@state.mt.us](mailto:bkain@state.mt.us)

Penny Moon, Contracts Officer  
State Procurement Bureau  
Department of Administration  
125 North Roberts  
PO Box 200135  
Helena MT 59620-0135  
Phone: (406) 444-3313  
Fax: (406) 444-2529  
E-Mail: [pmoon@state.mt.us](mailto:pmoon@state.mt.us)

The Contractor's liaison is:

Carol Kelly will be the liaison for the Contractor.  
1601 N Benton  
Helena MT 59625  
Phone: (406) 447-5426  
Fax: (406) 447-4533  
E-mail: [ckelly@carroll.edu](mailto:ckelly@carroll.edu)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

### 17. **MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired.

## STUDENT INTERN SERVICES

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However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **18. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

### **19. SCOPE, AMENDMENT AND INTERPRETATION**

**19.1** This contract consists of six numbered pages and Attachment A, Task Order.

**19.2** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

### **20. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION  
PO BOX 200135  
HELENA MT 59620-0135

CARROLL COLLEGE  
1601 N BENTON  
HELENA MT 59625  
FEDERAL ID # 81-0231774

BY: Penny Moon, Contracts Officer  
(Name/Title)

BY: Carol K Kelly, Controller  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: 08/14/03

DATE: 09/03/03



## STUDENT INTERN SERVICES

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### STUDENT INTERN SERVICES SPB04-719P-HCT

#### 1. PARTIES

THIS CONTRACT, is entered into by and between the **State of Montana, Department of Administration, State Procurement Bureau**, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-2575, fax (406) 444-2529 and **University of Montana, Helena College of Technology**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0302402, 1115 N Roberts, Helena MT 59601 and (406) 444-6877.

#### THE PARTIES AGREE AS FOLLOWS:

#### 2. EFFECTIVE DATE, DURATION, AND RENEWAL

**2.1** This contract shall take effect upon execution of all signatures, and terminate on June 30, 2005, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of five years. This renewal is dependent upon legislative appropriations and in no case may this contract run longer than a seven-year period.

#### 3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

#### 4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State a basis for the placement of student(s) into an internship position with the State as an extension of the Contractor's academic program. The purpose of this contract is to provide practical work experience for the student interns while assisting the State in completing its objectives.

The general requirements applicable to the Contractor are as follows:

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## **STUDENT INTERN SERVICES**

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**4.2** The Contractor shall provide a listing of student interns who possess the skills and abilities necessary to successfully complete the duties assigned by the State.

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The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, all to the extent of the Contractor's negligence, under this agreement unless said claims arise from the sole negligence of the State.

### 12. **COMPLIANCE WITH THE WORKERS' COMPENSATION ACT**

The State will add all student interns hired as a result of this contract to the State's Workers' Compensation insurance policy and pay all associated expenses (Ref. Sections 39-71-120, 39-71-401, and 39-71-405, MCA).

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- Custodial or security services for publicly owned buildings and facilities;
- Grounds maintenance for publicly owned property;
- The operation of public drinking water supply, waste collection and waste disposal systems;
- Law enforcement, including janitors and prison guards;
- Fire protection;
- Public or school transportation driving;
- Nursing, nurse's aid services and medical laboratory technician services;
- Material and mail handling;
- Food service and cooking;
- Motor vehicle and construction equipment repair and servicing; and

## STUDENT INTERN SERVICES

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- Appliance and office machine repair and servicing.

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The State liaisons are:

Barb Kain, Human Resource Officer  
Management Support Bureau  
Department of Administration  
1310 E Lockett  
PO Box 200107  
Helena MT 59620-0107  
Phone: (406) 444-4605  
Fax: (406) 444-3039  
E-Mail: [bkain@state.mt.us](mailto:bkain@state.mt.us)

Penny Moon, Contracts Officer  
State Procurement Bureau  
Department of Administration  
125 North Roberts  
PO Box 200135  
Helena MT 59620-0135  
Phone: (406) 444-3313  
Fax: (406) 444-2529  
E-Mail: [pmoon@state.mt.us](mailto:pmoon@state.mt.us)

The Contractor's liaison is:

Kelly E McArdle will be the liaison for the Contractor.  
1115 N Roberts  
Helena MT 59601  
Phone: (406) 444-0835  
Fax: (406) 444-6892  
E-mail: [mcardlek@umh.umt.edu](mailto:mcardlek@umh.umt.edu)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

### 17. **MEETINGS**

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## STUDENT INTERN SERVICES

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This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

### 19. SCOPE, AMENDMENT AND INTERPRETATION

**19.1** This contract consists of six numbered pages and Attachment A, Task Order.

**19.2** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

### 20. EXECUTION

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DEPARTMENT OF ADMINISTRATION  
PO BOX 200135  
HELENA MT 59620-0135

HELENA COLLEGE OF TECHNOLOGY  
1115 N ROBERTS  
HELENA MT 59601  
FEDERAL ID # 81-0302402

BY: Penny Moon, Contracts Officer  
(Name/Title)

BY: Rick Gray, Associate Dean  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: 08/14/03

DATE: 08/19/03

## STUDENT INTERN SERVICES

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### STUDENT INTERN SERVICES SPB04-719P-MSU

#### 1. PARTIES

THIS CONTRACT, is entered into by and between the **State of Montana, Department of Administration, State Procurement Bureau**, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-3313, fax (406) 444-2529 and **Montana State University**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are, 81-6010045, 125 Strand Union Building, Bozeman MT 59717 and (406) 994-4354.

#### THE PARTIES AGREE AS FOLLOWS:

#### 2. EFFECTIVE DATE, DURATION, AND RENEWAL

**2.1** This contract shall take effect upon execution of all signatures, and terminate on June 30, 2005, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of five years. This renewal is dependent upon legislative appropriations and in no case may this contract run longer than a seven-year period.

#### 3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

#### 4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State a basis for the placement of student(s) into an internship position with the State as an extension of the Contractor's academic program. The purpose of this contract is to provide practical work experience for the student interns while assisting the State in completing its objectives.

The general requirements applicable to the Contractor are as follows:

**4.1** The State will provide a position description listing the duties to be assigned; knowledge, skills and abilities necessary to fulfill the job requirements; pay scale; work location; work hours, and other pertinent information.

## **STUDENT INTERN SERVICES**

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**4.2** The Contractor shall provide a listing of student interns who possess the skills and abilities necessary to successfully complete the duties assigned by the State.

**4.3** The State will screen all applicants provided and make a selection. The State will select a student intern who is a bonafide degree-seeking student of a university or college and shall notify the Contractor of its selection. NOTE: The State reserves the right to receive and review applications from other sources as well.

**4.4** The Contractor shall retain the responsibility for payroll and accounting for all required withholding for the student intern(s), including, but not limited to:

- Federal, state and social security taxes;
- Federal and state unemployment insurance;
- All monthly, quarterly, and annual government and insurance reports;
- Calculate, print, and distribute employee's W-2 forms; and
- Mandatory child support deductions.

**4.5** Upon submission of the Contractor's requested verification of hours worked by the student intern, the Contractor shall invoice the designated agency at regular intervals for payment of contracted services rendered. The Contractor will only be reimbursed for actual hours worked by the student intern.

**4.6** The State retains the right to refuse any unsatisfactory student intern.

**4.7** The State shall have the right to immediately release a student intern unable to satisfactorily perform assigned duties or whose behavior is unacceptable, rude, harassing or threatening at any time. In the event a student intern is removed prior to completion of the scheduled work shift, the Contractor will be reimbursed for actual hours worked. No charge for removal/replacement will be paid.

**4.8** The State will be responsible for informing the student intern of the rules and policies of the State and insuring that student interns comply with them. The State may require a background investigation initiated or completed prior to placement of student intern(s). The State will be responsible for obtaining and paying for any required background investigations. This investigation should include but is not limited to:

- Fingerprint I.D. Check
- Active past employer reference check.
- Past residence history.

**4.9** The Contractor shall encourage employment opportunities for qualified FAIM (Families Achieving Independence in Montana) program participants.

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**5.2** The individual agencies will supply student interns with all items necessary to perform the assigned tasks.



## **STUDENT INTERN SERVICES**

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### **6. CONSIDERATION/PAYMENT**

**6.1** In consideration for the student intern services to be provided, the State shall pay the Contractor the student intern's hourly wage as established in the job description plus a percentage as specified in the task order for usual and customary payroll and accounting expenses.

**6.2** Contractor may be required to provide banking information at the time of contract execution in order to facilitate State electronic fund transfer payments.

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Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

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**9.1** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

**9.2** The Contractor agrees to create and retain records supporting the student intern services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

### **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

### 11. **HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, all to the extent of the Contractor's negligence, under this agreement unless said claims arise from the sole negligence of the State.

### 12. **COMPLIANCE WITH THE WORKERS' COMPENSATION ACT**

The State will add all student interns hired as a result of this contract to the State's Workers' Compensation insurance policy and pay all associated expenses (Ref. Sections 39-71-120, 39-71-401, and 39-71-405, MCA).

### 13. **COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### 14. **MONTANA PREVAILING WAGE REQUIREMENTS**

The services provided by this contract will not include construction or non-construction services subject to the Montana Prevailing Wage Act (Sections 18-2-401 through 18-2-432, MCA). Therefore this contract **cannot** be utilized for the following service categories:

- Construction, heavy construction, highway construction, and remodeling work;
- Maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- Custodial or security services for publicly owned buildings and facilities;
- Grounds maintenance for publicly owned property;
- The operation of public drinking water supply, waste collection and waste disposal systems;
- Law enforcement, including janitors and prison guards;
- Fire protection;
- Public or school transportation driving;
- Nursing, nurse's aid services and medical laboratory technician services;
- Material and mail handling;
- Food service and cooking;
- Motor vehicle and construction equipment repair and servicing; and

## STUDENT INTERN SERVICES

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- Appliance and office machine repair and servicing.

### 15. **CONTRACT TERMINATION**

**15.1** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**15.2** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

### 16. **LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

The State liaisons are:

Barb Kain, Human Resource Officer  
Management Support Bureau  
Department of Administration  
1310 E Lockety  
PO Box 200107  
Helena MT 59620-0107  
Phone: (406) 444-4605  
Fax: (406) 444-3039  
E-Mail: [bkain@state.mt.us](mailto:bkain@state.mt.us)

Penny Moon, Contracts Officer  
State Procurement Bureau  
Department of Administration  
125 North Roberts  
PO Box 200135  
Helena MT 59620-0135  
Phone: (406) 444-3313  
Fax: (406) 444-2529  
E-Mail: [pmoon@state.mt.us](mailto:pmoon@state.mt.us)

The Contractor's liaison is:

Francy Wolf will be the liaison for the Contractor.  
Montana State University  
125 Strand Union Building  
Bozeman MT 59717  
Phone: (406) 994-4354  
Fax: (406) 994-5488  
E-mail: [fwolf@montana.edu](mailto:fwolf@montana.edu)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

### 17. **MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired.

## STUDENT INTERN SERVICES

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However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### 18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

### 19. SCOPE, AMENDMENT AND INTERPRETATION

19.1 This contract consists of six numbered pages and Attachment A, Task Order.

19.2 These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

### 20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION  
PO BOX 200135  
HELENA MT 59620-0135

MONTANA STATE UNIVERSITY  
125 STRAND UNION BUILDING  
BOZEMAN MT 59717  
FEDERAL ID # 81-6010045

BY: Penny Moon, Contracts Officer  
(Name/Title)

BY: Francy Wolf, Internship Coordinator  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: 04/20/04

DATE: 04/13/04

## STUDENT INTERN SERVICES

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### STUDENT INTERN SERVICES SPB04-719P-MTUM

#### 1. PARTIES

THIS CONTRACT, is entered into by and between the **State of Montana, Department of Administration, State Procurement Bureau**, (hereinafter referred to as “the State”), whose address and phone number are PO Box 200135, Helena MT 59620-0135, (406) 444-3313, fax (406) 444-2529 and **Montana Tech of the University of Montana**, (hereinafter referred to as the “Contractor”), whose nine digit Federal ID Number, address and phone number are, 81-6001654, 1300 West Park Street, Butte MT 59701 and (406) 496-4140.

#### THE PARTIES AGREE AS FOLLOWS:

#### 2. EFFECTIVE DATE, DURATION, AND RENEWAL

**2.1** This contract shall take effect upon execution of all signatures, and terminate on June 30, 2005, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of five years. This renewal is dependent upon legislative appropriations and in no case may this contract run longer than a seven-year period.

#### 3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “Non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

#### 4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State a basis for the placement of student(s) into an internship position with the State as an extension of the Contractor’s academic program. The purpose of this contract is to provide practical work experience for the student interns while assisting the State in completing its objectives.

The general requirements applicable to the Contractor are as follows:

**4.1** The State will provide a position description listing the duties to be assigned; knowledge, skills and abilities necessary to fulfill the job requirements; pay scale; work location; work hours, and other pertinent information.

## **STUDENT INTERN SERVICES**

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**4.2** The Contractor shall provide a listing of student interns who possess the skills and abilities necessary to successfully complete the duties assigned by the State.

**4.3** The State will screen all applicants provided and make a selection. The State will select a student intern who is a bonafide degree-seeking student of a university or college and shall notify the Contractor of its selection. NOTE: The State reserves the right to receive and review applications from other sources as well.

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## **STUDENT INTERN SERVICES**

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## STUDENT INTERN SERVICES

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Helena MT 59620-0107  
Phone: (406) 444-4605  
Fax: (406) 444-3039  
E-Mail: [bkain@state.mt.us](mailto:bkain@state.mt.us)

Penny Moon, Contracts Officer  
State Procurement Bureau  
Department of Administration  
125 North Roberts  
PO Box 200135  
Helena MT 59620-0135  
Phone: (406) 444-3313  
Fax: (406) 444-2529  
E-Mail: [pmoon@state.mt.us](mailto:pmoon@state.mt.us)

The Contractor's liaison is:

Stacy Aguirre will be the liaison for the Contractor.  
Montana Tech of University of Montana  
1300 West Park Street  
Butte MT 59701  
Phone: (406) 496-4384  
Fax: (406) 496-4104  
E-mail: [careerservices@mtech.edu](mailto:careerservices@mtech.edu)

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## STUDENT INTERN SERVICES

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DEPARTMENT OF ADMINISTRATION  
PO BOX 200135  
HELENA MT 59620-0135

MONTANA TECH OF THE UNIVERSITY  
OF MONTANA  
1300 WEST PARK STREET  
BUTTE MT 59701  
FEDERAL ID # 81-6001654

BY: Penny Moon, Contracts Officer  
(Name/Title)

BY: Stacy M Aguirre, Director of Career Services  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: 05/03/04

DATE: 04/22/04